

5/015/047


EMERY COUNTY ROAD DEPARTMENT

P. O. BOX 889

CASTLE DALE, UTAH 84513

(435) 381-5450 OR FAX (435) 381-5239

FAX COVER SHEET

DATE: 1/22/04TO: PAUL BAKERAGENCY/FIRM: DOG MFROM: REX FUNKPAGES TO FOLLOW: 1COMMENTS I obtained this document from our Planning + Zoning
Dept. might be of interest to you -Best Regards REPLY REQUESTED ☐INFORMATION ONLY ☒

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JAN 22 2004

DIV OF OIL GAS & MINING

5/15/04

AGREEMENT

This Agreement is entered into as of this 10th day of June, 1997, by and between Clark Powell, an individual and representative of the owners of the Mineral Claims (hereinafter referred to as "Powell") and Gypsum Resource Development, Inc., a Utah Corporation (hereinafter referred to as "GRD").

WHEREAS, GRD terminated its lease of Mineral Claims from Powell in January of 1997; and

WHEREAS, GRD maintains a Bond on deposit at Zions Bank in Huntington, UT with Emery County and the Bureau of Land Management for the reclamation of the Mineral Claims; and

WHEREAS, Powell desires to continue to operate the Mineral Claims; and

WHEREAS, GRD desires to assign the Bond and Reclamation Agreement to Powell;

NOW, THEREFORE, in consideration of the mutual promises and benefits herein contained, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, contract and agree as follows:

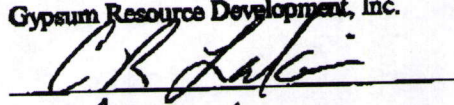
1. Subject to the provisions of the Minesite Reclamation and Bond Pledge Agreement (Attachment A), GRD hereby assigns to Powell and Powell hereby accepts the assignment from GRD of the Bond and Agreement, with all their rights (including interest) and obligations.
2. For an indefinite period but not less than five years from the date hereof GRD agrees to purchase from Powell and Powell agrees to sell to GRD gypsum for \$1.00 per ton; provided however, that: a) GRD shall bear all costs of extraction, including additional reclamation costs if any; and b) any GRD or GRD controlled operations at the claims site do not adversely affect other operations or opportunities for Powell according to Powell's sole determination, including operations or opportunities with contractors or lessees of Powell. After four years, either party may terminate this provision by giving written notice of not less than one year.
3. Powell shall own all stockpiled gypsum at the claim site. GRD retains the right but not the obligation to remove its screening equipment (grizzlies). So long as the screening equipment remains on site, Powell has the right to use the equipment. At such time as Powell utilizes the screening equipment as part of an ongoing operating system, Powell shall at that time take possession of and own the screening equipment.
4. Except as stated herein, Powell and GRD mutually agree that no other claims or obligations exist one to the other.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the date first above written.

Clark Powell



Gypsum Resource Development, Inc.


Its President

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